OP \$115.00 97769404

ETAS ID: TM860065

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2

SUBMISSION TYPE: NEW ASSIGNMENT

NATURE OF CONVEYANCE: SUPPLEMENT NO. 1 TO INTELLECTUAL PROPERTY SECURITY

AGREEMENT

CONVEYING PARTY DATA

| Name | Formerly | Execution Date | Entity Type |
|--------------------------------|----------|----------------|-----------------------|
| FOXTROT VENTURES, INCORPORATED | | 12/08/2023 | Corporation: DELAWARE |

RECEIVING PARTY DATA

| Name: | JPMORGAN CHASE BANK, N.A. | |
|-----------------|---|--|
| Street Address: | 383 Madison Avenue, 22nd Floor | |
| City: | New York | |
| State/Country: | NEW YORK | |
| Postal Code: | 10017 | |
| Entity Type: | National Banking Association: UNITED STATES | |

PROPERTY NUMBERS Total: 4

| Property Type | Number | Word Mark |
|----------------|----------|-----------|
| Serial Number: | 97769404 | FOXTROT |
| Serial Number: | 97741646 | FOXTROT |
| Serial Number: | 97741617 | FOXTROT |
| Serial Number: | 97741395 | FOXTROT |

CORRESPONDENCE DATA

Fax Number:

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.

Phone: 8004945225

Email: ipteam@cogencyglobal.com

Correspondent Name: Stewart Walsh

Address Line 1: 1025 Connecticut Ave NW, Suite 712

Address Line 2: COGENCY GLOBAL Inc.

Address Line 4: Washington, D.C. 20036

| ATTORNEY DOCKET NUMBER: | 2207668 |
|-------------------------|---------------|
| NAME OF SUBMITTER: | ANDREW NASH |
| SIGNATURE: | /ANDREW NASH/ |
| DATE SIGNED: | 12/11/2023 |

Total Attachments: 4

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SUPPLEMENT NO. 1 TO INTELLECTUAL PROPERTY SECURITY AGREEMENT

This **SUPPLEMENT NO. 1 TO INTELLECTUAL PROPERTY SECURITY AGREEMENT** (this "Supplement No. 1") is made as of the 8th day of December, 2023, by **FOXTROT VENTURES, INCORPORATED**, a Delaware corporation (the "Grantor"), in favor of **JPMORGAN CHASE BANK, N.A.** ("Lender").

WHEREAS, the Grantor executed and delivered an Intellectual Property Security Agreement dated as of October 6, 2022 (as amended and of record from time to time hereinafter, the "Agreement") in favor of the Lender, pursuant to which the Grantor granted a security interest in certain Copyrights, Trademarks, Patents and Mask Works (collectively, the "Intellectual Property Collateral"). Capitalized terms not otherwise defined herein shall have the meaning set forth in the Agreement;

WHEREAS, the Agreement was recorded on October 12, 2022, at Reel 7865, Frame 0495 in the Trademark division of the U.S. Patent and Trademark Office;

WHEREAS the Grantor desires to confirm the grant of a security interest in certain additional Intellectual Property Collateral in favor of the Lender.

NOW, THEREFORE, in consideration of the mutual covenants herein contained and benefits to be derived herefrom, it is hereby agreed as follows:

- 1. <u>Definitions</u>. All capitalized terms herein and not otherwise defined shall have the same meaning herein as in the Agreement.
- 2. <u>Supplement to Copyright Exhibit A</u>. Copyright <u>Exhibit A</u> to the Agreement is hereby supplemented, but not replaced, by Copyright <u>Exhibit A-1</u> annexed hereto.
- 3. <u>Supplement to Trademark Exhibit C</u>. Trademark <u>Exhibit C</u> to the Agreement is hereby supplemented, but not replaced, by Trademark <u>Exhibit C-1</u> annexed hereto.

4. Miscellaneous:

- a. Except as provided herein, all terms and conditions of the Agreement remain in full force and effect.
- b. This Supplement covers the entire understanding of the parties with respect to the matters set forth herein and supersedes all prior discussions and negotiations hereon.

[signature pages follow]

IN WITNESS WHEREOF, the undersigned has executed this Supplement as of the date first written above.

GRANTOR:

FOXTROT VENTURES, INCORPORATED

By: Liz Williams

Name: Liz Williams

Title: Chief Executive Officer

DocuSigned by:

EXHIBIT A-1

Copyrights

| Title: | Reg No. / Reg. Date |
|---|---------------------------|
| Foxtrot Popcorn Spicy Dill Pickle and 2 other unpublished works | VAu001503011 4/26/2023 |

EXHIBIT C-1

Trademarks

| Trademark | Serial No / Reg No. |
|-----------|------------------------|
| | Application/ Reg. Date |
| FOVEROT | 97769404 |
| FOXTROT | 1/26/2023 |
| FOXTROT | 97741646 |
| FOXIROI | 1/4/2023 |
| FOVEROR | 97741617 |
| FOXTROT | 1/4/2023 |
| FOVEROT | 97741395 |
| FOXTROT | 1/4/2023 |

RECORDED: 12/11/2023